

August 16, 2015

To: Judge Thomas J. Tucker
Federal Bankruptcy Court
211 West Fort
Detroit, Michigan 48226

From: Rodney Fresh
2058 Shore Hill Court
West Bloomfield, Mich. 48323
Phone: (313) 702-0296

Re: *In Re Rodney Fresh* –Funds; Correspondence

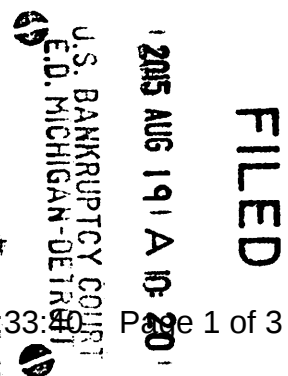
To Judge Thomas J. Tucker:

My name is Rodney Fresh and I am an Investigator with Detroit Police Department. I am writing you regarding the sick and comp time monies that are due to me. I enter into the DROP Retirement on April 23, 2012, and I signed a Declaration letter stating that I would receive by accumulated sick leave and all other accumulated banked time within 30-90 days. I must say that I have been a Detroit Police Officer for 28 years. I have endured pay cuts and forced to pay more in heathy care.

I am a member of the Detroit Police Lieutenants and Sergeants Association, and this union is the only union in which currently members have been denied the receipt of these funds. To date, with respect to officers in this union and who remain associated with the department, there has been no distribution of monies to which we are clearly entitled. It is noteworthy that members of DPOA-Detroit Police Officers, Detroit Police Command Union and Fire Department Members have all received their funds in a timely manner.

When I signed the Declaration For Drop Retirement forms it stated on the form: **"I understand that the above election is final and binding."** I have been forced to expend all my saving and borrow funds for emergency matters, not to mention incursions on my income from events upon which I detrimentally relied upon the promise to paid these monies. I am only asking only for the funds that were promised to me when I signed into the DROP Retirement Plan.

The LSA Union won two MERC Hearing in which two Arbitrators stated: "the City shall honor the binding agreement and pay with interest." Also two Federal Judges order the City of Detroit to comply with the MERC ruling. Yet the City of Detroit has refuses to settle this issue is unreasonable, and dishonorable.



I must say that I was so happy knowing that I could finally take my wife on a vacation that she only dreamed about. My wife and I have two awesome children that we have given everything to in raising them. My daughter was born with Retinoblastoma (cancer of the eye). Nevertheless she has only one eye and earned a Ph. D in Math and Science. Our son was born with Cerebral Palsy. Notwithstanding he earn his Master Degree in Education and teaches in the Detroit Public School. My wife and I saved and worked endlessly to pay their college cost with the vision of one day going on awesome vacation and paying some of these debts off before retirement.

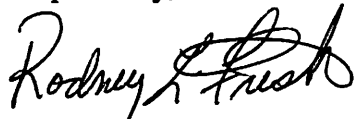
I say that to say that it's was sickening to have to tell my wife that the 35th Wedding trip was only a dream that we had planned on was not going to happen.

Non- Payment of these funds has placed me into a severe financial hardship. Now, the City of Detroit has advised me that I can only receive these funds is upon retirement. This is a contradiction which has only made my hardship that much more exacerbating. Yet other union's members received their full payment and my union the LSA was the only one not to receive their pay out. My union has been seeking the disbursement of these funds for three years to no avail.

This is perplexing as no other section, unit or department has been subjected to this "rule of law". An explanation to this quandary is necessary.

I thank you for your attention and consideration of this matter. If you have any questions or comments, do not hesitate to contact me.

Respectfully,

A handwritten signature in black ink, appearing to read "Rodney L. Fresh". The signature is stylized with a large, looped "R" and a cursive "Fresh".

Rodney L. Fresh

**POLICE AND FIRE RETIREMENT SYSTEM
OF THE
CITY OF DETROIT**

**UNUSED ACCUMULATED SICK LEAVE AND ALL OTHER ACCUMULATED
BANKED TIME
DECLARATION FOR DROP RETIREMENT**

Social Security Number 9485

I, RODNEY L. FRESH, hereby elect to (select one)
Print Name

☐ Have all of my unused accumulated Sick Leave and **all other accumulated Banked Time** PAID to me NOW in the usual manner at the current rate and rank. I understand that this will result in **NOT** having the value of 25% of my unused Sick Leave On Retirement benefit included in my Average Final Compensation calculation.

☐ Have NO unused accumulated Sick Leave and **all other accumulated Banked Time** paid to me at this time. All accumulated and unused Sick Leave and other Banked Time will be paid upon separation at my then-current rate and rank.

☒ Have the value of 25% of my unused accumulated Sick Leave On Retirement benefit included in my Average Final Compensation calculation AND the remaining unused accumulated Sick Leave and **all other accumulated Banked Time** paid out NOW at my current rate and rank.

☐ Have the value of 25% of my unused accumulated Sick Leave On Retirement benefit included in my Average Final Compensation calculation AND the remaining unused accumulated Sick Leave and **all other accumulated Banked Time** left in banks to be paid upon separation at my then-current rate and rank.

I understand that Sick Leave and **all other accumulated banked time** earned after DROP election will be paid upon separation at the then-current rate and rank.

All banked time (sick/all other accumulated banked time) payment to be made within **thirty** calendar days of request.

I UNDERSTAND THAT THE ABOVE ELECTION IS FINAL AND BINDING

Rodney L. Fresh
Signature
[Signature]
Witness Signature

4-23-2012
Date
4-23-2012
Date

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100